IN THE HIGH COURT OF BOMBAY AT GOA

APPLN. FOR APPOINTMENT OF ARBITRATOR NO. 15 OF 2004

SHRI ANIL R.BORKAR, PANAJI GOA. ....Applicant

Versus

DIRECTOR GENERAL AND 2 ORS., ...Respondents

Mr. P. A. Kholkar, advocate for the applicant.
Mr. C. A. Ferreira, Assistant Solicitor General of India for the respondents.

Coram:- R. M. LODHA, J.

Date:- 28th September, 2005

P.C.

In the application made under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short "the Act of 1996"), the applicant prays for appointment of Arbitrator and to make an order of reference to arbitration of the dispute referred to in Exh.P annexed with the application.

2. Inter alia, an objection has been raised by the Assistant Solicitor General of India that as per the contract, the jurisdiction is that of Bikaner Court and, therefore, this Court has no jurisdiction to entertain the application under Section 11(6) of the Act of 1996.

3. The contract provides for a clause relating to jurisdiction and it reads:-

"Legal jurisdiction for this contract agreement shall be Bickner Court"

4. The learned counsel for the applicant submits that though the contract document provides for jurisdiction of Bikaner Court, but the words "only" and "alone", are not used in that clause and since the work was executed in Goa, it cannot be said that this Court has no jurisdiction to consider the matter under Section 11(6) of the Act of 1996.

5. It is true that the jurisdiction clause in the contract does not use the expressions "only" and "alone" but that was not necessary in the light of

the clause itself which provided that legal jurisdiction for this contract shall be Bikaner Court. By this clause in the contract, obviously, the jurisdiction of other courts has been ousted.

6. The application under Section 11(6) of the Act of 1996 in the circumstances, cannot be entertained by this Court.

7. The application for appointment of Arbitrator is, accordingly, rejected on the ground of jurisdiction.

R. M. LODHA, J.

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